Deed Tax: \$85.50

## THIS INSTRUMENT PREPARED BY:

Gene W. Gray, Jr. 2100 SouthBridge Parkway, #338 Birmingham, Alabama 35209 (205)879-3400

WARRANTY DEED

State of Alabama County of Shelby THIS DEED WAS EXECUTED ON 08/10/07 BUT HELD IN ESCROW/TRUST UNTIL 10/11/07, AS POSSESSION WAS MAINTAINED BY GRANTORS.
DELIVERY WAS EFFECTIVE ON 10/11/07



KNOW ALL MEN BY THESE PRESENTS: That in consideration of EIGHT HUNDRED FIFTY FOUR THOUSAND &NO/109854,00% the undersigned Grantors in hand paid by the Grantee herein, the receipt

of which is hereby acknowledged, we, BRIAN N. PRIDDY and spouse, HARA B.

PRIDDY(herein referred to as Grantors) do grant, bargain, sell and convey unto PRIMACY CLOSING CORPORATION, a Nevada corporation (herein referred to as Grantee), the following described real estate, situated in the State of Alabama, County of Shelby, to wit:

LOT 419, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 4<sup>TH</sup> SECTOR AS RECORDED IN MAP BOOK 28, PAGE 41 IN THE PROBATE OFFICE OF SHLEBY COUNTY, ALABAMA.

Subject to:

Advalorem taxes due October 01, 2007 and thereafter.

Building setback lines, easements and restrictions as shown by recorded map.

Minerals and mining rights not owned by Grantors.

Restrictions, release of damages, setback lines, as recorded in Instrument #2002-8570.

Restrictions appearing of record in Instrument #2001-20762.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 121, Page 294 and Deed Book 243, Page 828.

Restrictions appearing of record in Instrument #1999-50995; 1<sup>ST</sup> Amendment in Instrument #2000-4911; 2<sup>ND</sup> Amendment in Instrument #2000-34390; 3<sup>RD</sup> Amendment in Instrument #2000-40197 and 4<sup>TH</sup> Amendment in Instrument #2001-16407.

Access easement agreement in Instrument #1999-12253.

Easement in Instrument #1999-12254

Real Volume 21, Page 312.

Access Easement Agreement and Right of First Refusal Agreement dated February 12, 1999 and recorded in Instrument #1999-7167, by and between Greystone Development Company, L.L.C. and Gilbert Family Partnership, LTD, Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, Roy W. Gilbert, III and wife, Sharon R. Gilbert.

Right of way to Alabama Power Company as set out in instrument(s) recorded in Real Book 133, Page 551; Real Book 142, Page 188; Deed Book 138, Page 588; Deed Book 246, Page 849 and Deed Book 351, Page 1.

Declaration of use of restrictions between Greystone Development Company, L.L.C.,

Stillmeadow Farm Land, Ltd. and Walter Dixon, recorded in Instrument #1999-12252.

Right of Way granted to South Central Bell Telephone Company by instrument(s) recorded in

Reciprocal Easement Agreement as recorded in Instrument #2001-2196.

Declaration of Watershed Protective Covenants for Greystone Development as recorded in Instrument #2000-17644 and Assignment and Assumption of Rights recorded in Instrument #2000-20625.

Agreement with Respect to Certain Established Restrictions and Other Agreements as recorded in Instrument #1998-32193.

Greystone Planned Unit Development Zoning Application and Development Plan as recorded in Instrument #1996-31891.

Covenant and Agreement for water service as recorded in Real Book 235, Page 574.

Restrictions appearing of record in Misc. Book 12, Page 852, amended in Misc. Book 15, Page 840.

Reciprocal Easement Agreement as set out in Instrument #2001-38396 and amended in Instrument #20040301000102720.

Easement Agreement as recorded in Instrument #20040102000001560.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns, forever; And I/we do for myself/ourselves and for my/our heirs, executors, and administrators covenant with said Grantee, its successors and assigns, that I/we am/are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I/we have

a good right to sell and convey that same as aforesaid; that I/we will and my/our heirs, executors and administrators shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal(s), this total ay of

2007.

August

BRIAN N. PRIDDY STATE OF COUNTY OF I, the undersigned, a Notary Public in and for said County in said State, hereby certify that BRIAN N. PRIDDY whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and seal this of Hua Print Name: MYRA FABIAN Commission Expires:\_ My Commission Expires 10-24-07 MUST AFFIX SEAL This form acknowledgment cannot be changed or modified. It must <u>Instructions to Notary:</u> remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgment. STATE OF Alabama COUNTY OF Shelby I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **HARA B. PRIDDY** whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date. Given under my hand and seal this 10 day of Aug, 2007. Notary Public
Print Name: MYRA FABIAN Notary Public Commission Expires:\_ MUST AFFIX SEALMy Commission Expires 10-24-07 <u>Instructions to Notary:</u> This form acknowledgment cannot be changed or modified. It must

remain as written to comply with Alabama law. The designation of the State and the County can

be changed to conform to the place of the taking of the acknowledgment.

